

Great Basin Bus EERA

SCOPE OF WORK

2006 SCOPE OF WORK – R4 BUS EERA

A. This scope of work (SOW) is for emergency equipment rental agreements (EERA) for emergency incident passenger bus services. These agreements will be used by Federal and State agencies (hereafter referred to as the “Government”) located within the Great Basin Geographical Area. These areas consist primarily of the following locations: Nevada, Utah, southern Idaho, and western Wyoming. Quotes will only be accepted from contractors **whose equipment is physically** located in the above areas.

Crew carrying type buses **may** be used on mountainous roads with gravel or native surfaces, narrow, unimproved roads, off roads, in mountainous, rangeland and timbered areas, and may be operated where there is brush and trees growing on the shoulders. See definition of normal wear and tear. The vehicles must be capable of providing personnel transportation to and from the fire line. Coach type buses may receive a limited amount of use off improved highway. The contractor supplied bus driver has the final say on where and how the vehicle can be used.

The services provided shall include a bus with one driver and all operating supplies (including fuel, oil and fluids). The standard request will be for the transportation of a 20-person firefighting crew and their equipment. Each crew person is allowed 55 pounds of fire fighting tools and/or gear. The bus shall be configured to safely store the gear while maintaining all emergency exit openings. As an alternative, the Contractor can supply a chase vehicle with operator for the equipment at no extra cost to the government. The prices quoted in the SCHEDULE OF ITEMS shall include all applicable Federal, State, and local taxes and duties.

NOTE: Firefighting tools can include but are not limited to: chainsaws, drip torches, fusees, hand tools, backpack pumps, and lunches. Chainsaws, drip torches, mixture gas and fusees may require external storage.

Vendor is to furnish all labor, materials, tools, equipment, transportation, permits, insurance, and supervision to perform the work identified in the following attachments hereto which form a part of the solicitation and any resultant Emergency Equipment Rental Agreement (EERA):

Once rates have been established the rates will remain in effect for the period of performance cited in Block 3 of the EERA. Period of performance will be from award to 15 May **2008**. If after award, the Contractor obtains additional equipment of the same size and configuration, that equipment may be added to this contract at the Government's option at the same price as equipment originally awarded.

B. Equipment Listing: Furnish a summary listing of each passenger vehicle. This listing shall identify for each vehicle the applicable vehicle type, location, make and model information, model year, license number (including state), vehicle identification number (VIN), and owner's vehicle unit identification number. Please list any special features of each vehicle, such as two-way radios or useful information to a dispatcher or potential bus user. Crew Bus Drivers are to wear Flame Resistant Clothing and to be provided **and trained in the use and deployment of a Fire Shelter**. **Vendors will be required to provide their own flame resistant clothing, including boots, gloves, hardhats, and fire shelters.**

C. Operating Authority: Furnish a copy of current operating authorities, permit numbers, and the name and location (state) of the issuing authority organization. This authority is provided by DOT.

D. Contact Points: Furnish a listing of the names of contact people and their corresponding telephone numbers that the Government would need for making vehicle availability inquiries and for placing orders.

Great Basin Bus EERA

E Awards on Form OF-294, Emergency Equipment Rental Agreement shall be made to all responsible quoters whose quote conforms to this request. All terms, conditions, specifications and clauses included here shall become a part of the agreement. It is intended that agreements shall be issued to multiple contractors.

F. The DOT number shall be printed on the outside of each bus vehicle and shall be included on the agreement. Current proof of safety inspections and insurance coverage shall be available at all times during usage of the vehicle. Bus drivers shall possess the required state commercial operator license and meet all state regulations applicable to the location in which operating a passenger carrier.

G. Licensing requirements for vehicles and drivers:

- (1) Vehicles: Each passenger carrier shall be licensed with the Department of Motor Vehicles or other appropriate agency within the state where the vehicle is based. Drivers must have valid vehicle registration, proof of liability insurance, valid CDL with passenger endorsement, and current medical card.
- (2) Drivers: All operators of any motor vehicle having a gross vehicle weight rating (GVWR) of 26,001 pounds or more or of any motor vehicles designed to transport more than 15 persons (including the driver) shall have a Commercial Driver's License (CDL) with passenger endorsement and medical card valid for the state in which the operator resides. Failure to have a valid license shall be grounds for both the operator and equipment to be released from an incident without payment.

H. Noxious Weed Prevention. To reduce the transporting, introduction, and establishment of noxious weeds on the landscape due to fire suppression activities, fire suppression and support vehicles should be cleaned at a pre-designated area prior to leaving the incident. On-site fire equipment should be used to thoroughly clean the undercarriage, fender wells, tires, radiator, and exterior of the vehicle.

I. Incident Behavior. It is extremely important that inappropriate behavior be recognized and dealt with promptly. Inappropriate behavior is all forms of harassment including sexual and racial harassment. Harassment in any form will not be tolerated. Non-prescription unlawful drugs and alcohol are not permitted at the incident. Possession or use of these substances will result in the contractor being released from the incident. During off-incident periods, personnel are responsible for proper conduct and maintenance of fitness for duty. Drug or alcohol abuse resulting in unfitness for duty will normally result in the contractor being released from the incident.

[Sexual harassment is defined as unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment].

When the vendor signs the agreement they are agreeing to comply with all the terms and conditions. If they fail to do so they are in default and their right to proceed may be terminated.

J. All Commercial Motor Vehicles 10,001 lbs. or more, with 3 or more axles on the ground, must have State Commercial License Plates, and IRP (International Registration Plan) Agreement, and an IFTA (International Fuel Tax Agreement) Tag. This requirement also applies to all commercial motor vehicles 26,001 lbs. or more. Check with your local State DOT for requirements.

K. Hours of Service. All drivers of commercial vehicles must adhere to Federal Motor Carriers Administration - Hours of Service.

Great Basin Bus EERA

ORDERING

A. To avoid duplication and insure coordination among agencies, only one pre-season agreement shall be initiated with each contractor for the same piece of equipment. This agreement is for contractors whose **equipment is physically located** within the Great Basin geographical area. Nationwide dispatch can occur from this agreement. Contractors from outside this geographical area should sign up in the applicable area.

B. Each Contractor is responsible for obtaining a copy of their resource order from the dispatch center upon an order being placed. This is mandatory for payment purposes.

C. Established agreements shall be available to all Great Basin Geographical Area Dispatch and Coordination Centers. Contractors are encouraged to contact their local dispatch center to ensure a copy of the agreement is on file.

D. Orders for buses shall be placed on a call-when-needed basis. The Government does not guarantee the placement of any orders for buses under this agreement, and no Contractor is obligated to accept the order. Once an order is accepted by the contractor, the terms of the agreement apply. When an order is received from a field incident by a dispatch office, the order will be filled from the listing of current agreements based upon price, location, availability, and past performance. The Government shall use the contractor that provides the most advantageous offer (best value) to the Government, including but not limited to considering lowest cost, availability to meet job requirements, and time frames. Lowest price may not be the primary ordering factor if other evaluation factors apply.

E. Deviations from Ordering Procedures: Government normally will dispatch resources from the Dispatch Location closest to the Incident, and will normally select the resources with the Best Value. However, the number of fire orders in process and actual fire conditions at the time of dispatch may require a deviation from normal procedures in order to respond effectively to such conditions. Any such deviation will be within the discretion of the Government, and shall not be deemed a violation of any term or condition of this agreement.

F. When assigned to an incident, each bus is to be inspected by a Government representative upon each initial incident order prior to use and again upon final release from the incident. Written requests for equitable adjustment are required at the time of the complaint, i.e. damage, etc. These requests must include investigation reports and eyewitness accounts by Government representatives.

GOVERNMENT FURNISHED SERVICES

A. The Government shall furnish food and water after the first shift worked if the personnel are not released or are required to stay in fire camp. If the personnel are allowed to return to their homes during their OFF SHIFT time, the Contractor shall provide food, water, and lodging.

B. The contractor shall furnish all services, supervision, equipment, insurance, inspection certifications, supplies, transportation, and trained personnel necessary to meet these specifications. The Government may furnish reasonable meals, lodging, and consumables in a fire camp at no charge to the contractor. Where no fire camp is available during the incident the government may reimburse the contractor a maximum of \$30.00 a day per person for meals only. The meal breakdown will be \$6 for breakfast, \$6 for lunch, and \$18 for dinner. The Government does not furnish lodging unless the Government directs the Contractor to authorized facilities. Contractors are not paid per diem or lodging expenses to and from incidents.

Great Basin Bus EERA

INSURANCE

Each bus ordered shall carry a copy of the applicable insurances, inspections and form OF-294, EERA at all times. Use and payment for a bus may stop if this requirement is not met. Any bus used in interstate transportation shall meet the insurance requirements of DOT Regulation CFR 49, 287.33, which specifies a minimum \$5,000,000 insurance coverage.

Worker's Compensation. Contractor shall provide Worker's Compensation coverage for its employees in accordance with applicable State Law.

Contractor is responsible for all federal, state, or local laws and regulations that apply regardless of the nature of the emergency and is responsible to know and adhere to those that apply. These include but are not limited to:

- State Workers' Compensation Laws
- U.S. Department of Labor Service Contract Act
- Federal Motor Carrier Safety Regulations
- Fair Labor Standards Act (FLSA)
- Occupational Safety and Health Administration (OSHA) Regulations

PAYMENTS

A. Payment shall be based on a daily rate or mileage calculation, whichever amount is greater, and shall be made at the rates listed in the Schedule of Items. For payment purposes, a day shall be the 24-hour period commencing at 0001 hours, and running to 2400 hours. Time for buses shall be counted continuously, from the time of departure to an incident until the time the bus returns to the place of hire (reference General Clause 6 on EERA Form OF-294.) Attending shift briefings and daily clean up of buses are considered an incidental item for which no additional compensation will be made. Time and payment shall stop for any equipment that is inoperable or driver is unavailable.

B. All accountable/durable property provided by the Government to the contractor shall be returned at the end of their assignment, or the cost thereof will be deducted from the contractor's payment.

C. Form OF-286, Emergency Equipment Use Invoice (Government provided), shall be completed and signed off by a Government Representative, and the contractor or contractor's representative at the end of assignment, prior to demob. Information on this form will be recorded from various sources, primarily from Form OF-297, Emergency Equipment Shift Ticket (Government provided), and Form OF-304 Emergency Equipment Fuel and Oil Issue (Government provided), pre and post Government inspections, and the resource order. Payment Teams shall not make payments. Payment will be forwarded by the Government to the appropriate payment center for payment (Note of exception: A state payment center has the authority to make the payment on a case-by-case basis if the state is the incident agency).

The payment office for this agreement shall be:

- USDA Forest Service
- EERA Payment Center
- 324 25th Street
- Ogden, UT 84401
- Phone: 801-625-5544 - Fax **5902**

D. Each Contractor shares responsibility with the Government to ensure all documents required for making timely payment after release are completed before leaving an incident. Payments for emergency bus usage shall be made from **original** completed OF-286 forms, supported by documents identified above, and not from the Contractor's invoices.

Great Basin Bus EERA

CLAIMS SETTLEMENT

Claims Settlement. Claims settlement is agency specific and remains the responsibility of the agency with jurisdiction over the incident. Every effort shall be made by the Government and the contractor to resolve disputes before the equipment is released from the incident. Contractors intending to file a claim should note so in Block 22 of the Emergency Equipment Rental Invoice, OF-286, to protect the right to file. Following equipment release from an incident, a contractor's invoice and supporting documentation relative to the claim (i.e. Resource Order NFES-2208, etc.) shall be submitted to the contracting office of the incident agency for a determination. Contractor may submit claims to the Procurement Unit Leader or Incident Agency Contracting Officer.

CONTRACTOR EVALUATION

A. Contractor past performance is an important factor in Government procurement.

B. AGENCY: An evaluation form shall be completed upon release from an incident. Individuals completing this form are expected to be ground support personnel or others who have knowledge of the work provided by the contractor. Copies of the completed forms shall be provided to the contractor. The Government official will mail copies to the Contracting Officer whose signature appears on the front of this agreement.

C. CONTRACTOR: The contractor is also responsible for providing to the Contracting Officer whose signature appears on the front of this agreement with copies of evaluations from this agreement. If no dispatch occurs during the course of this agreement, contractor must send notification of such to the Contracting Officer.

D. Evaluations are to be mailed to:

USDA Forest Service, AQM Attn: Sue Huston, 324 25th Street, Ogden, UT 84401

E. The contractor's performance will be based on the Crew Performance Rating, ICS-224, which will be completed at the incident. Retain a company copy for subsequent use. Unsatisfactory performance may be grounds for a contractor being released from an incident and/or grounds for termination of the agreement. If released from the incident for poor performance, the contractor will not be compensated for travel back to Point of Hire. The government reserves the right to retest equipment and evaluate personnel qualifications at any time during the agreement period.